

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA  
WINSTON-SALEM DIVISION

In Re: )  
)  
Brent A. Campbell )  
Carla J. Campbell, ) B-14-50789 C-13W  
)  
Debtors. )

**ALMA LASER, INC.'S OBJECTION TO DEBTORS' CHAPTER 13 PLAN**

Now comes creditor Alma Laser, Inc., by and through counsel, and objects to the Debtors' Chapter 13 Plan and shows the Court the following in support of this objection:

1. Carla J. Campbell, also known as "C.J. Campbell" ("Campbell") and non-bankrupt debtor, Kim Safrit purchased two laser systems on or about March 29, 2013 from Alma Laser, Inc. ("Alma Laser"), ostensibly for the purpose of establishing a business based on providing clientele laser-aesthetic services. The lasers, identified by model, are described as the Harmony XL Laser System and the Soprano XLI Laser System. The lasers, with accompanying equipment (collectively, "Laser Systems") are more particularly identified on respective Invoice numbers 81011660 and 81011661, attached hereto and marked collectively as **Exhibit A**.
2. The Harmony XL Laser System is valued at \$176,000.00. Campbell received a discount of \$57,150.00, thereby owing a total of \$108,950.00 to Alma Laser. The Soprano XLI Laser System is valued at \$119,000.00. Campbell received a discount of \$48,600.00, thereby owing a total of \$72,250.00 to Alma Laser. A copy of each purchase order is attached hereto and marked collectively as **Exhibit B**.
3. Pursuant to the Terms and Conditions of the Sale, payment to Alma Laser in the amount of \$180,882.00 was due by or before April 28, 2013. *See* Terms and Conditions accompanying the purchase orders.

4. Campbell never made payment, and the outstanding past due balance remains \$180,882.00. Upon information and belief, Campbell remains in possession of both Laser Systems.

5. Campbell filed for protection pursuant to Chapter 13 of the United States Bankruptcy Code on July 21, 2014.

6. Prior to Campbell's bankruptcy filing, Alma Laser attempted to work with Campbell, and offered to retrieve the Laser Systems. Initially, Campbell agreed to return the Laser Systems, but then retracted her agreement.

7. Alma Laser is classified as an unsecured creditor, and its claim represents 80% of the total amount for all of Debtors' unsecured claims.

8. The Plan proposes to return the Harmony XL Laser System in full satisfaction of the balance due. Furthermore the Plan proposes to permit Campbell to retain the Soprano XLI Laser System, treat Alma Laser's claim as unsecured, with the result that Alma Laser is to receive 30% of the balance due on the laser system.

9. Purportedly Campbell intends to earn income with the use of the Soprano XLI Laser System to service her debts. Her plan fails to comply with 11 U.S.C. §§ 1325(a)(3)-(4) and (b)(1)(A) because she violates regulations which require medical supervision to use the Laser Systems; she has substantially undervalued the Laser Systems; and, she has not submitted any evidence in support of her ability to earn income, as she lacks a required association with a doctor, has not insured the Laser System and has not shown a client list, business plan, cost of services and any other information upon which the Trustee, Court or creditors can draw a reasonable and informed conclusion as to the feasibility of the Plan.

10. According to the Declaration of Mr. Alan Greer, CFO and Controller for Alma Lasers, the retail market values for the Laser Systems are higher than what Alma Laser is set to receive under the proposed Plan. *See Exhibit C*, Declaration of Mr. Alan Greer. Furthermore, this equipment, which is Class II Medical Equipment, is not suitable for a general liquidation. It requires special marketing to a select group of licensed buyers in order to secure its fair market value.

11. Since the inception of Campbell's bankruptcy case, Alma Laser has proposed and advocated for a commercially reasonable settlement. Alma Laser suggested the Debtor simply turnover the Laser Systems to it, and in consideration Alma Laser would withdraw its claims in full. In doing so, the Debtors would have only \$46,652.49 remaining in unsecured debt, which they could ably service with their other sources of income.

12. In the proposed Plan, under section "F" the Trustee suggests Alma Laser has purposefully withheld an activation code, and must tender an activation Code within ten days of Confirmation of the Plan.

13. First, Alma Laser submits that, if the Code is presently deactivated, it is because Campbell failed to use the Laser System for a specified period of time. Campbell's bankruptcy schedule suggests otherwise, as Campbell asserts she made use of the Lasers in 2013 and 2014. *See p. 38 of Petition, Statement of Financial Affairs.* However, it is unclear how much she earned by use of the Laser Systems, as her reported income is also attributed to a business called "Clean Solution".

14. Second, Alma Laser took no action to deactivate the codes which are built into the Laser Systems and are a tool used within the industry to ensure the user's compliance with laws which regulate the use of the Laser Systems. Campbell's use of the Laser Systems without the

supervision of a medical doctor is in contravention of the law. Campbell is in violation of federal regulations applicable to the use of Class II Medical Devices.

15. Therefore, Alma Laser is not in violation of the automatic stay, pursuant to 11 U.S.C. § 362.

WHEREFORE, Alma Laser, Inc. respectfully requests that the Court sustain this Objection, order the Debtors to turn over the Laser Systems to Alma Lasers, Inc., require the Debtor to meet all requirements of a confirmable plan, and grant such other and further relief as the Court deems just and proper.

This the 13th day of January, 2015.

/s/Alan B. Felts  
Jeffrey S. Southerland  
N.C. State Bar No. 34221  
Alan B. Felts  
N.C. State Bar No. 42826  
*Attorney for Alma Lasers, Inc.*

OF COUNSEL:

TUGGLE DUGGINS P.A.  
P.O. Box 2888  
Greensboro, NC 27402  
Telephone: 336-378-1431  
Facsimile: 336-274-6590

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the foregoing Alma Laser, Inc.'s Objection to Debtor's Plan of Reorganization and Disclosure Statement was served upon the following counsel of record through the Court's CM/ECF system:

Brian P. Hayes  
*Attorney for the Debtors*

Kathryn L. Bringle  
*Chapter 13 Trustee*

This the 13th day of January, 2015.

/s/Alan B. Felts  
Alan B. Felts



# Invoice

Invoice No.: 81011660

Page 1 of 1

Alma Lasers, Inc  
485 Half Day Road, Suite 100  
Buffalo Grove IL 60089  
USA  
Tel: 224-377-2000  
Fax: 224-377-2050  
www.Almalasers.com

Invoice Date: 03/29/2013  
Date Shipped: 03/29/2013  
Customer Number: C100  
Sales Rep: Gary Maultsby  
Terms: Due 30 days from Invoice

**Bill To:**  
CJ Campbell  
210 Talley Lane

Salisbury NC 28146  
USA

**Ship To:**  
CJ Campbell  
210 Talley Lane.

Salisbury NC 28146

**Ship VIA:** Love Express 3-5 Day

**Freight Terms:** FOB - Shipping Point

**Tracking Number:** 811710

**Packing List:** 61015850

Item Code	Description	Quantity	Serial #	Price	Total
AAHP02110613	Harmony XL System 115VAC	1	HXL01649		
Warranty	Limited Warranty with Loaner	1			
AAIP16011201	Harmony XL Handpiece DYE VL	1	800003349		
AAHP24060803	Harmony XL Handpiece Pixel PRO (7x7, 9x9)	1	L230703		
AADR03011201	Harmony XL Handpiece QS High Power KJ counter	1	L230698		
AAVS23080601	Tip QS Pixel 1064 5x5 spot	1			
ALMA-KIT	Smoke Evacuator	1	036949		
Shipping and Handlin	Shipping and Handling	1			

**Customer Service Email:**  
support@almalasers.com

Visit our on-line store for marketing support and our practice resource center at [www.officebyalma.com](http://www.officebyalma.com).

Stay connected with Alma. Follow us on Facebook and Twitter!



Please Remit Payment To:  
Alma Lasers, Inc.  
Attn: Accounts Receivable  
485 Half Day Rd., Suite 100  
Buffalo Grove, IL 60089-8806  
USA

Order Total	\$	102,850.00
Sales Tax	\$	7,199.50
Invoice Total	\$	110,049.50
Down Pmt	\$	0.00
Total	\$	110,049.50
Pmt/Credit Applied	\$	2,500.00

**BALANCE DUE \$ 107,549.50**

**EXHIBIT**

tabbles

A



# Invoice

Invoice No.: 81011661

Page 1 of 1

Alma Lasers, Inc  
485 Half Day Road, Suite 100

Buffalo Grove IL 60089  
USA

Tel: 224-377-2000

Fax: 224-377-2050

www.Almalasers.com

Invoice Date: 03/29/2013

Date Shipped: 03/29/2013

Customer Number: C100.

Sales Rep: Gary Maultsby

Terms: Due 30 days from Invoice

**Bill To:**

CJ Campbell  
210 Talley Lane

Salisbury NC 28146  
USA

**Ship To:**

CJ Campbell  
210 Talley Lane.

Salisbury NC 28146

Ship VIA: Love Express 3-5 Day

Freight Terms: FOB - Shipping Point

Tracking Number: 811711

Packing List: 61015851

Item Code	Description	Quantity	Serial #	Price	Total
AASP15091002	Soprano Diode Laser System XLI 110 Volt BLACK	1	S12P0894		
Warranty	Limited Warranty with Loaner	1			
AAHR10021001	Soprano 810nm Diode XLI Handpiece	1	S121800759		
AAIR06011000	Soprano XLI Handpiece NIR	1	NIRS01342		
ACSP07021002	Accessories for Soprano XLI 110V	1			
Soprano XL Start Kit	Soprano XL Marketing Materials	1			
Shipping and Handlin	Shipping and Handling	1			

**Customer Service Email:**  
[support@almalasers.com](mailto:support@almalasers.com)

Visit our on-line store for marketing support  
and our practice resource  
center at [www.officebyalma.com](http://www.officebyalma.com).

Stay connected with Alma. Follow us on  
Facebook and Twitter!

**Please Remit Payment To:**  
Alma Lasers, Inc.  
Attn: Accounts Receivable  
485 Half Day Rd., Suite 100  
Buffalo Grove, IL 60089-8806  
USA

Order Total	\$	72,250.00
Sales Tax	\$	5,057.50
Invoice Total	\$	77,307.50
Down Pmt	\$	0.00
Total	\$	77,307.50
Pmt/Credit Applied	\$	3,975.00

**BALANCE DUE \$ 73,332.50**





**Alma Lasers**  
Wellbeing Through Technology

Ver. 1.2013

**Quotation / Purchase Order**

**Name:**

**Specialty:**

**e-mail:**

## Data

5/28/2013

Sales Rego

**Gary Mautsby**

All specifications are according to Alma Lasers, Inc. printed brochures.

\*Excluding all applicable taxes

Existing Customer: Yes ☐ No ☐

**Credit Card Authorization:**

Credit Card # \_\_\_\_\_ Visa \_\_\_\_\_ MC \_\_\_\_\_ AE \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name on the Card: \_\_\_\_\_ Security Code: \_\_\_\_\_

Card Billing Address Street: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

I authorize Alma Lezers, Inc. to charge my credit card account in the amount of \$\_\_\_\_\_.

**Minimum amount for deposit is \$10,000**

**All balances, other than the original deposit, paid by credit card shall incur an additional 3% fee.**  
Alma Lasers Inc., 485 Half Day Road, Ste 100, Buffalo Grove, IL 60089.

224-377-2000 (ph) 646-805-1310 (fax)

www.almalasers.com email: info@almalasers.com



## EXHIBIT

## Appendix



2010-03-29 09:10

PEARLS PAWN N GLN

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1910-01-012

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**Alma** Lasers  
www.almalasers.com

### Read the following information

Read the following information (and any other pertinent information) that is included in the user manual of the device in which this medical device is issued or ordered ("User Manual"). Customer and Customer's Representative are solely responsible for the use and operation of the medical device in accordance with all the applicable laws and regulations, and medical treatment guidelines, and for ensuring that each operator of this medical device is adequately trained and qualified to use and operate this medical device safely and properly in a clinical setting and to perform medical procedures in accordance with such laws, regulations and guidelines. Customer and Customer's Representative are solely responsible for ensuring that all local laws and regulations that might apply to the use and operation of this medical device. Use of this medical device involves certain risks of injury to patients.

### WARRANTY

The undersigned hereby acknowledges and agrees that the purchase of a system pursuant to this purchase order is in accordance with Alma's Terms and Conditions of Sale and Alma's Limited Warranty Agreement, including as a part of the purchase order Terms. USD Deposit with Order \$10,000. Balance to be paid in full upon delivery.

IN COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT, THIS IS TO INFORM YOU THAT YOU ARE AUTHORIZING ALMA LASER INC. TO OBTAIN A CREDIT BUREAU REPORT AS A CREDIT REPORT. YOU HAVE THE RIGHT TO REQUEST THE INFORMATION ON THIS REPORT AND REQUEST ADDITIONAL DISCLOSURES PROVIDED UNDER SECTION 609(b)(1) OF THE FAIR CREDIT REPORTING ACT AND A WRITTEN DISCLOSURE OF YOUR RIGHTS PURSUANT TO SECTION 609(a)(1) OF THE FAIR CREDIT REPORTING ACT. BY SIGNING THIS ORDER, YOU AGREE TO SECTION 609(a)(1) OF THE FAIR CREDIT REPORTING ACT. BY SIGNING THIS ORDER, YOU AGREE TO SECTION 609(a)(1) OF THE FAIR CREDIT REPORTING ACT.

Billing Company Name

CJ Campbell

Name of Physician

Briggs Cook, MD

New Patient/Re-Examination/Referral/Consultation/Other

Billing Address

210 Talley Lane

Federal Tax ID/ EIN/ DUNS #

Billing City, State, Zip

Salisbury NC 28146

Other Contact Name

Shipping Company Name

Office or Clinic Phone #

Shipping Address

210 Talley Lane

Cell Phone #

Shipping City, State, Zip

Salisbury NC 28146

Fax #

Alma Lasers Inc.

X

Signature of Authorized Office or Physician

CJ Campbell / Kim Hight

Total Payment of Purchase\*

\$109,900.00

Order Note

\*Excluding any applicable taxes



Alma Lasers Inc., 440 Half Day Road, Box 105, Bufile Green, NC 28007.  
 774-877-1000 (ext. 600-625-1118) (toll free)  
[www.almalasers.com](http://www.almalasers.com) email: [sales@almalasers.com](mailto:sales@almalasers.com)

**Alma**Harmony XL 1 yr Premium. Loaner Included  
Ver. 7.2012**ALMA LASERS, INC. TERMS AND CONDITIONS OF SALE**

1. **Prices and Payment.** Until Alma Lasers, Inc. ("Seller") receives Buyer's acceptance in writing and in accordance with these terms and conditions, all prices shall be subject to change upon notice to Buyer. Buyer agrees to make payments in accordance with Seller's payment schedule attached hereto and incorporated herein by reference (the "Payment Schedule"). Seller shall send invoices for amounts due pursuant to the Payment Schedule. Payment shall be due within seven days after Buyer's receipt of Seller's invoice, unless Seller requires payment in advance. Interest shall be charged at the rate of 18% per year or the highest rate permitted by applicable law, whichever is less, on any invoice more than 30 days past due.
2. **Taxes and Other Charges.** Any sales tax, by any governmental authority on or measured by the transaction between Seller and Buyer (collectively, "Taxes and Other Charges") shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such Taxes and Other Charges, Buyer shall reimburse Seller therefore.
3. **Shipping.** FOB shipping point, freight prepaid. Selection of carrier and routing of shipment shall be at Seller's option.
4. **Delivery.** Title to the Products shall transfer to Buyer upon shipping of the Products. Claims of errors in packaging must be made in writing to Seller within 10 days after shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims of loss or damage to the Products must be filed with the carrier directly.
5. **Return.** Buyer may not return any Product or cancel this order without the written consent of Seller.
6. **Seller shall not be liable for any damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, any act of terrorism, riot, delay in transportation.** In the event of any such delay the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of this agreement and complete refund of all sums paid to Seller.
7. **Buyer will be responsible for additional charges if any or all of your order is refused for any reason, and/or any leasing acceptance documents are not signed within five (5) days.** Charges will include the full amount of round-trip shipping and handling fees, plus any applicable resacking fees.
8. **Changes.** Seller may at any time make such changes in design and construction of the Products as Seller deems appropriate. If the design of the Products purchased hereunder is materially changed prior to shipment, Seller shall notify Buyer of such change as soon as reasonably practicable after such change. In the event of any such change, Buyer may accept the Products with such change, or Buyer may cancel this agreement.
9. **Installation.** Installation of the Products at Buyer's facility shall be completed by Seller directly or by Seller's designated representative. Subject to the terms and conditions hereof, Seller shall provide to Buyer Seller's standard training in the use and operation of the Products.
10. **Consequential Damages and Other Liability; Indemnity.** Except as otherwise agreed in writing, Seller's liability with respect to the Products sold or services rendered hereunder shall be limited to the applicable limited warranty and, with respect to other performance of any contract with Buyer, shall be limited to the contract price. Buyer shall indemnify Seller in accordance with the applicable limited warranty attached hereto.
11. **Buyer is solely responsible for the use and operation of this device in accordance with all applicable laws and regulations, and medical and treatment guidelines, and for ensuring that each operator of this medical device is adequately trained and qualified to use and operate this device.** Alma Lasers makes no representations or warranties regarding federal, state or local laws or regulations, or medical or treatment guidelines. Use of this medical device involves certain risks of injury to patients. Buyer is solely responsible for ensuring that patients are informed of these risks. Improper use of this device increases the risk of injury to patients.
12. **Technical Information.** Any sketches, models or samples submitted by Seller shall remain the property of Seller and shall be treated as confidential information unless Seller has in writing indicated a contrary intent. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express written consent of Seller. The purchase and sale of the Products hereunder shall in no way be deemed to confer upon Buyer any right or interest in or license to any patent, patent application, design, copyright, trademark, service mark or trade name or any other proprietary or intellectual property right of Seller relating to the Products sold hereunder.
13. **Manuals, Brochures, and Instructions; Training.** Any and all operating manuals, instructions, brochures, warnings and the like concerning the Products supplied hereunder are supplied as an aid to Buyer and are not represented to be accurate, complete or sufficient for every use or purpose, or for treatment of every patient, in Buyer's clinical setting. Buyer warrants that it shall train all of its employees and/or third party users of the Products purchased by Buyer hereunder, and that it shall cause such employees and/or third parties to use the Products properly and safely.
14. **Insurance.** Buyer shall, at Buyer's sole cost and expense, keep the Product purchased pursuant to these terms and conditions insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement cost thereof for as long as any amounts are outstanding hereunder. All insurance shall be in such form and for such amounts, and issued by such companies, as shall be acceptable to Seller and shall name Seller and Seller's assignee or secured party as loss payees with respect to the casualty coverage, and shall provide that the insurer will give Seller or Seller's assignee at least thirty (30) days' prior written notice of the effective date of any alteration or cancellation of such policy. Buyer shall, upon Seller's request, deliver to Seller satisfactory evidence of the required insurance coverage. Insurance proceeds as a result of loss or damage to any of the Equipment shall be applied to satisfy Buyer's obligation hereunder. Buyer irrevocably appoints Seller as Buyer's attorney-in-fact to make a claim for, receive payment of and execute and endorse all documents, check or drafts received in payment for loss or damage under any such insurance policy.
15. **Governing Provisions.** Upon Buyer's acceptance of the terms and conditions in writing, which acceptance shall be acknowledged by Seller in writing, these terms and conditions, together with all attachments incorporated herein by reference, shall constitute the entire agreement between Seller and Buyer with respect to the subject matter hereof. **THIS CONTRACT AND THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS).** There are no conditions affecting this agreement which are not expressed herein.

*[Signature]*  
Name

Signature of Authorized Officer

*[Signature]*  
Title

3.29.13

Date

2013-03-29 14:40

PEARLS PAIN GUN

704855255 &gt;&gt;

1-910-401-1912

P 3/4

**Alma**

Hamony XL 1 yr Premium Loaner Included  
Ver 1.2012

**PREMIUM LIMITED WARRANTY**

Alma Lasers, Inc. ("Alma") warrants to the original buyer ("Buyer") that the Alma equipment, Hamony XL, referenced on the attached signed quote purchased by Buyer from Alma (the "Equipment"), other than (a) consumable components or accessories, and (b) disposable components or accessories, shall be free from defects in material and workmanship. The term of this Premium Limited Warranty shall be the earlier of (i) a period of twelve months from the date of installation, but in no event more than thirteen (13) months from the date of shipment (in the event that installation occurs more than one month after shipment), or (ii) for the Pulsed UV treatment head: 30,000 pulses, AFT treatment heads (420, 515, 540, 570, 640), 30,000 pulses (cooled AFT treatment heads: 50,000 pulses), the ST and cooled 650 SHR treatment head: 500,000 pulses, and laser treatment heads (Q-Switch, LP Nd:Yag, Erbium and Erbium Pixal): 50,000 pulses. During such warranty period, Alma shall either repair or loan, at Alma's sole option, any warranted parts of the Equipment that require repair. Such repair or loaner shall be conditioned upon Alma receiving written notice of the requested repair within ten days after its discovery and, at Alma's option, either return of such parts to Alma at Alma's facility in Buffalo Grove, IL, or repair hereunder.

Upon receipt of a written notice of a requested repair, if the Equipment cannot be repaired pursuant to telephone instructions, Alma shall in its discretion either repair the Equipment at the Buyer's location or depot service. As part of depot service, during the period covered by this warranty, within two (2) business days (excluding Saturdays, Sundays, and Holidays) of such notice, Alma shall ship a loaner unit to Buyer. Upon receipt of such loaner unit, Buyer shall immediately ship to Alma its unit. Alma's Service Department will, to the extent reasonably practicable, repair the unit and ship it back to Buyer. Buyer shall then immediately ship back to Alma, Alma's loaner unit. Alma will bear the cost of shipment, provided that Buyer ships the equipment and the loaner unit in accordance with Alma's packing and shipping instructions and provided that Buyer retained the original shipping materials. If upon inspection, Alma determines that either the Equipment is no longer covered by this warranty or that the repair is not a covered repair, Alma shall charge Buyer for the cost of such repair and associated shipping costs.

THE FOREGOING CONSTITUTES ALMA'S SOLE LIABILITY. THIS WRITTEN LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL. ALMA DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

The above Limited Warranty shall be void and of no effect: (a) if the warranted product is not installed by an authorized Alma representative; (b) if anyone other than an authorized Alma representative removes a product casing or attempts to make any modifications or repairs to the warranted product or makes any attachments or additions to the warranted product; (c) if the warranted product is not operated in accordance with Alma's instructions; (d) if the warranted product has not been properly maintained or has been subjected to misuse, negligence or abnormal conditions; or (e) if a warranted product is moved from the site of its original installation by anyone other than authorized Alma personnel. In addition, this Limited Warranty shall be void if the warranted product is resold or leased to any party other than the original Buyer or if any money owed to Alma is more than 30 days past due.

In no event shall the repair or loaner of the Equipment or any part thereof extend the period of warranty set forth herein.

Except as otherwise agreed in writing, Alma's liability with respect to the warranted product shall be limited to the warranty provided hereof, and shall be limited to the price of the warranted product. ALMA SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY ALMA, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Alma specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of the warranted product or any associated equipment, cost of capital, cost of substitute products, facilities or services, down-time, shut-down, slow-down costs or any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages. ALMA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, AND ALMA HEREBY DISCLAIMS ANY AND ALL SUCH DAMAGES. Buyer shall indemnify Alma against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which Alma may incur as a result of any claim by Buyer or others arising out of or in connection with Buyer's purchase or use of the warranted product (including, without limitation, any claim arising from misuse or improper use of the warranted product, whether by Buyer or any other person, whether or not authorized by Buyer, and any claim arising from any modification to or alteration of the warranted product, not authorized by Alma), except for claims based on the breach of this Limited Warranty.

*Ge Campbell*  
Name

Signature of Authorized Officer

*Laser Tech / LSO*  
Title

3.29.13  
Date

2013-03-29 14:10

PEARLS E-MIN-GUN

7048552515

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**SOPRANO****Alma**

Quotation / Purchase Order

Ver: 1.2013

Name CJ Campbell / KIM Safrit

Date

3/29/2013

Specialty Laser Tech / LSO

Sales Rep

Gary Haidtby

Phone 1 (

Part Number	Including	Qty	List Price	Unit Discount	Extended Price
AASP15091002	Soprano Diode Laser System XLI 110 Volt BLACK	1			\$ 105,000.00
	<ul style="list-style-type: none"> <li>• Keys (2)</li> <li>• Operation manual</li> <li>• Power Cord</li> <li>• Safety glasses (2) &amp; Opaque eye shields (1)</li> <li>• Installation</li> <li>• In-service clinical training included</li> <li>• Safety sign</li> <li>• Water Refill kit</li> </ul>				
Warranty with Loener	• 1 year of premium limited warranty system and parts included				Included
AHR10021001	Soprano Btium Diode XLI Handpiece included with system purchase	1	\$		\$
Special Discount	Limited Time Offer	1		\$ (33,700.00)	\$ (33,700.00)
			\$		\$
			\$		\$
			\$		\$
AHR06011000	Soprano XLI Handpiece NIR	1	\$ 14,900.00		\$ 14,900.00
Special Discount	Limited Time Offer	1		\$ (14,900.00)	\$ (14,900.00)
			\$		\$
			\$		\$
Special Discount	Valued Customer Discount	1		\$	\$
			\$		\$
			\$		\$
		Subtotal	\$ 119,900.00	\$ (48,000.00)	\$ 71,900.00
			Shipping and Handling	\$	\$ 500.00
		Grand Total			\$ 72,400.00

All specifications are according to Alma Lasers, Inc. printed brochures.

\*Excluding all applicable taxes

Existing Customer: Yes ☐ No ☒Initials CS/KS**Credit Card Authorization:**

Credit Card # \_\_\_\_\_ Visa \_\_\_\_\_ MC \_\_\_\_\_ Am \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name on the Card: \_\_\_\_\_ Security Code: \_\_\_\_\_

Card Billing Address Street: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

I authorize Alma Lasers, Inc. to charge my credit card account in the amount of \$ \_\_\_\_\_

Maximum amount for deposit is \$50,000

All balances, other than the original deposits, paid by credit card shall incur an additional 3% fee.



Alma Lasers Inc. 485 Half Day Road, Ste 100, Buffalo Grove, IL 60089  
 224-377-2000 (ph) 846-805-3329 (fax)  
 www.almalasers.com email: info@almalasers.com

2013-03-29 14:39

PEARLS

7048552515 &gt;&gt;

1-910-401-1512

P 1/4

**Practitioner Acknowledgment**

Federal (USA) law restricts (and state law may restrict) this medical device to sale or use by or on the order of a physician or other practitioner licensed in the state of which this medical device is used or ordered (a "Practitioner"). Customer and Customer's Practitioner are solely responsible for the use and operation of this medical device in accordance with all the applicable laws and regulations, and medical treatment guidelines, and for ensuring that each operator of this medical device is adequately trained and qualified to use and operate this medical device safely and properly in a clinical setting and to perform medical procedures in accordance with such laws, regulations and guidelines. Alma makes no representations or warranties regarding federal, state or local laws or regulations, or medical treatment guidelines that might apply to the use and operation of this medical device. Customer and Customer's Practitioner are solely responsible for contacting state and local licensing agencies regarding requirements applicable to the use and operation of this medical device. Use of this medical device involves certain risks of injury to patients.

**Deposit**

The undersigned hereby expressly acknowledges and agrees that the purchase of a system pursuant to this purchase order is in accordance with Alma's Terms and Conditions of Sale and Alma's Limited Warranty Agreement, which are an integral part of this purchase order. Terms: USD Deposit with Order \$10,000. Balance to be paid in full upon delivery.

IN COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT, THIS IS TO INFORM YOU THAT YOU ARE AUTHORIZING ALMA LASERS INC. TO OBTAIN A CONSUMER AND/OR BUSINESS PROFILE CREDIT REPORT. YOU HAVE THE RIGHT TO DISPUTE THE INFORMATION ON THIS REPORT AND REQUEST ADDITIONAL DISCLOSURES PROVIDED UNDER SECTION 609(1)(B) OF THE FAIR CREDIT REPORTING ACT AND A WRITTEN SUMMARY OF YOUR RIGHTS PURSUANT TO SECTION 609(C). ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL BY ALMA LASERS INC.

Billing Company Name:

CT Campbell

Name of Physician

Briggs Cook, MD

Note: Please use an appropriate name if purchasing in the name of the company.

Billing Address:

210 Talley Lane

Federal Tax ID or Social Security #

Billing City, State, Zip

Salisbury NC 28416

Office Contact Name

Shipping Company Name:

Office or Clinic Phone #

Shipping Address:

210 Talley Lane

Cell Phone #

Shipping City, State, Zip

Salisbury NC 28146

Fax #

Alma Lasers, Inc.

X

Signature of Authorized Officer or Physician

x CT Campbell / Kim Shifrit

Total Amount of Purchase\*

\$72,250.00

Order Price:

\*Including all applicable taxes



Alma Lasers Inc., 485 Hall Day Road, Ste 100, Buffalo Grove, IL 60089.  
224-377-2000 (ph) 646-805-1110 (fax)  
www.almalasers.com email: info@almalasers.com



Alma

Soprano XL 1 yr Premium, Lessee Included  
Ver 7.2012

## ALMA LASERS, INC. TERMS AND CONDITIONS OF SALE

1. **Prices and Payment.** Until Alma Lasers, Inc. ("Seller") receives Buyer's acceptance in writing and in accordance with these terms and conditions, all prices shall be subject to change upon notice to Buyer. Buyer agrees to make payments in accordance with Seller's payment schedule attached hereto and incorporated herein by reference (the "Payment Schedule"). Seller shall send invoices for amounts due pursuant to the Payment Schedule. Payment shall be due within seven days after Buyer's receipt of Seller's invoice, unless Seller requires payment in advance. Interest shall be charged at the rate of 18% per year or the highest rate permitted by applicable law, whichever is less, on any invoice more than 30 days past due.
2. **Taxes and Other Charges.** Any sales tax, by any governmental authority on or measured by the transaction between Seller and Buyer (collectively, "Taxes and Other Charges") shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such Taxes and Other Charges, Buyer shall reimburse Seller therefore.
3. **Shipping.** FOB shipping point, freight prepaid. Selection of carrier and routing of shipment shall be at Seller's option.
4. **Delivery.** Title to the Products shall transfer to Buyer upon shipping of the Products. Claims of errors in packaging must be made in writing to Seller within 10 days after shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims of loss or damage to the Products must be filed with the carrier directly.
5. **Return.** Buyer may not return any Product or cancel this order without the written consent of Seller.
6. Seller shall not be liable for any damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, any act of terrorism, riot, delay in transportation. In the event of any such delay the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of this agreement and complete refund of all sums paid to Seller.
7. Buyer will be responsible for additional charges if any or all of your order is refused for any reason and/or any leasing acceptance documents are not signed within five (5) days. Charges will include the full amount of round-trip shipping and handling fees, plus any applicable restocking fees.
8. **Changes.** Seller may at any time make such changes in design and construction of the Products as Seller deems appropriate. If the design of the Products purchased hereunder is materially changed prior to shipment, Seller shall notify Buyer of such change as soon as reasonably practicable after such change. In the event of any such change, Buyer may accept the Products with such change, or Buyer may cancel this agreement.
9. **Installation.** Installation of the Products at Buyer's facility shall be completed by Seller directly or by Seller's designated representative. Subject to the terms and conditions hereof, Seller shall provide to Buyer Seller's standard training in the use and operation of the Products.
10. **Consequential Damages and Other Liability; Indemnity.** Except as otherwise agreed in writing, Seller's liability with respect to the Products sold or services rendered hereunder shall be limited to the applicable limited warranty and, with respect to other performance of any contract with Buyer, shall be limited to the contract price. Buyer shall indemnify Seller in accordance with the applicable limited warranty attached hereto.
11. Buyer is solely responsible for the use and operation of this device in accordance with all applicable laws and regulations, and medical and treatment guidelines, and for ensuring that each operator of this medical device is adequately trained and qualified to use and operate this device. Alma Lasers makes no representations or warranties regarding federal, state or local laws or regulations, or medical or treatment guidelines. Use of this medical device involves certain risks of injury to patients. Buyer is solely responsible for ensuring that patients are informed of these risks. Improper use of this device increases the risk of injury to patients.
12. **Technical Information.** Any sketches, models or samples submitted by Seller shall remain the property of Seller and shall be treated as confidential information unless Seller has in writing indicated a contrary intent. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express written consent of Seller. The purchase and sale of the Products hereunder shall in no way be deemed to confer upon Buyer any right or interest in or license to any patent, patent application, design, copyright, trademark, service mark or trade name or any other proprietary or intellectual property right of Seller relating to the Products sold hereunder.
13. **Manuals, Brochures, and Instructions; Training.** Any and all operating manuals, instructions, brochures, warnings and the like concerning the Products supplied hereunder are supplied as an aid to Buyer and are not represented to be accurate, complete or sufficient for every use or purpose, or for treatment of every patient, in Buyer's clinical setting. Buyer warrants that it shall train all of its employees and/or third party users of the Products purchased by Buyer hereunder, and that it shall cause such employees and/or third parties to use the Products properly and safely.
14. **Insurance.** Buyer shall, at Buyer's sole cost and expense, keep the Product purchased pursuant to these terms and conditions insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement cost thereof for as long as any amounts are outstanding hereunder. All insurance shall be in such form and for such amounts, and issued by such companies, as shall be acceptable to Seller and shall name Seller and Seller's assignee or secured party as loss payees with respect to the casualty coverage, and shall provide that the insurer will give Seller or Seller's assignee at least thirty (30) days' prior written notice of the effective date of any alteration or cancellation of such policy. Buyer shall, upon Seller's request, deliver to Seller satisfactory evidence of the required insurance coverage. Insurance proceeds as a result of loss or damage to any of the Equipment shall be applied to satisfy Buyer's obligation hereunder. Buyer irrevocably appoints Seller as Buyer's attorney-in-fact to make a claim for, receive payment of and execute and endorse all documents, check or drafts received in payment for loss or damage under any such insurance policy.
15. **Governing Provisions.** Upon Buyer's acceptance of the terms and conditions in writing, which acceptance shall be acknowledged by Seller in writing, these terms and conditions, together with all attachments incorporated herein by reference, shall constitute the entire agreement between Seller and Buyer with respect to the subject matter hereof. **THIS CONTRACT AND THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS).** There are no conditions affecting this agreement which are not expressed herein.

CP Campbell / Kim Stiffl  
Name

Signature of Authorized Officer

Laser Tech / LSO  
Title

3.29.13

Date



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA  
WINSTON-SALEM DIVISION

In Re:

Brent A. Campbell,

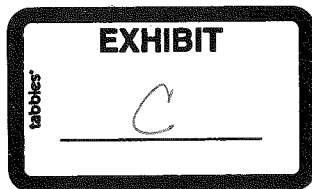
Debtor.

B-14-50789 C-13W

**DECLARATION OF ALAN GREER IN SUPPORT OF ALMA LASER, INC.'S  
OBJECTION TO DEBTORS' CHAPTER 13 PLAN**

Alan Greer, pursuant to 28 U.S.C. § 1746, swears on this date, January 13, 2015,  
under penalty of perjury, that the foregoing is true and correct:

1. I am over eighteen (18) years of age and have first-hand knowledge of the matters set forth in this affidavit.
2. I am the Chief Financial Officer and Controller for Alma Lasers, Inc. ("Alma Lasers"). In my capacity as the Chief Financial Officer and Controller, I oversee Alma Laser's financial statements and various valuation and payment related issues.
3. The Harmony XL and SopranoXLI Laser Systems are Class II Medical Devices.
4. Their use is regulated by federal law. One of the requirements to use the Laser Systems is to be a licensed user, under the supervision of a medical doctor.
5. Class II Medical Devices require specialized marketing.
6. In my experience, a properly serviced, lightly used Harmony XL Laser System may be sold for approximately \$80,000.00 to a licensed retail user.
7. In my experience, a properly serviced, lightly used Soprano XLI Laser System may be sold for approximately \$60,000.00 to a licensed retail user.



Further Declarant Sayeth Not.

This the 13<sup>th</sup> day of January, 2015.

A handwritten signature in black ink, consisting of three stylized, overlapping capital letters 'R', 'A', and 'P' followed by a long horizontal flourish. The signature is written above a solid horizontal line.